

**Request for Proposal
for the Design, Configuration, and
Installation of a WiFi Network**

(USDC-DC-0002-06)



**U.S. District Court for the District of Columbia
333 Constitution Avenue, NW.
Washington, DC 20001**

March 6, 2006

(Section A - Left Blank on Purpose)

SECTION B - PRICES FOR REQUIRED SERVICES

The contractor shall furnish all labor, materials, and supplies, except those specifically furnished by the Clerk's Trustee Fund, necessary to provide and support a wireless network as specified in Section C, Description, Specifications, and Statement of Work, at the prices listed below during the period of performance of this contract.

Contract Line Item Number (CLIN)	Description	Price
0001	Firm-fixed price to design, configure, and install a wireless network in both the Main Courthouse and Annex to include 29 courtrooms; public areas on floors 1, 2, 4, and 6; and the cafeteria	_____
Options:		
0002	Install wireless network infrastructure in only the Annex to include 9 courtrooms, public areas on floors 1, 2, 4, and 6; the cafeteria; and on the 1 st floor of the Main Courthouse	_____
0003	Optional post-implementation support to include user support and network monitoring/maintenance	_____
0004	Internet access via a dedicated T1 line to the internet from the Courthouse	_____

SECTION C - DESCRIPTION, SPECIFICATIONS, AND STATEMENT OF WORK

C.1 INTRODUCTION

The Clerk's Trustee Fund of the United States District Court for the District of Columbia (USDC-DC) requires the services of an experienced contractor to design, configure, and install a wireless network for high speed internet access for use by attorneys, court reporters, and the legal community. Access to this wireless network (WiFi) shall be available in each of the Court's 29 courtrooms, cafeteria, and public areas located within the main courthouse and adjoining annex (as detailed in sections C.2 and C.3).

The Trustee Fund is committed to provide the highest level of services and performance to the bar and the public and anticipates the installation of this WiFi network will help meet the increasing public demand for internet access within the courthouse.

C.2 SCOPE

The scope of this statement of work requires a contractor to provide a turnkey wireless network system. The technical solution shall encompass designing the system, installing all equipment, performing system testing and acceptance, and training on operating the equipment. The Trustee Fund may exercise the option to have the contractor provide user support and network monitoring and maintenance after system acceptance. The technical solution proposed by the contractor shall meet the following requirements and system specifications:

- 29 courtrooms; public areas on floors 1, 2, 4, and 6; and the cafeteria;
- Internet access via a dedicated T1 line to the internet from the Courthouse (if option is exercised);
- Bandwidth capable of supporting simultaneous activity in 15 to 20 courtrooms at any given time;
- Fiber optic backbone with Cat 6 cabling from the closets to access points; and
- User access shall be compatible with A, B, or G standard and be interoperable with a wide range of client devices.

The proposed network shall coexist with existing portable radios used in the courthouse by the U.S. Marshals Service, Court Security Officers, and courthouse emergency responders.

The scope of this agreement is to provide the public internet access in the Federal Courthouse. The contractor will not be authorized to provide any additional services except those specified in Section C of the solicitation.

C.2.1 Site Survey

The contractor shall review and survey the conditions within the main courthouse and annex to ensure feasibility of installation in all areas as defined below. In the courthouse, there are seven courtrooms on both the 2nd and 4th floors and six courtrooms on the 6th floor. In the Annex, there is one courtroom on the 2nd floor, and four courtrooms on both the 4th and 6th floors.

C.2.2 Infrastructure

The contractor shall provide all necessary infrastructure and equipment, including but not limited to, computers (servers and desktops), cabling, patch panels, switches, and routers to provide internet performance that shall be of sufficient bandwidth to provide reasonable response time for all users of the service. A minimum of a dedicated 1.54 mbps T1 connection to the internet is required (if the option is exercised). Service shall be extended in designated telecommunications closets and cross connected to the patch panels, according to the table below:

Telecommunications Closet	Courtrooms Supported	# of Ports Required

These closets and courtroom locations will be identified during the scheduled site survey prior to submission of offers. Attachment 2 (Building Plan) will be disseminated at the site survey.

All cables shall be labeled according to specifications provided by the Trustee Fund's Technical Representative. Additional cable requirements are the contractor's responsibility. All cables shall be plenum rated and neatly strapped, dressed, and physically supported. This network shall be completely separate from the court's existing network and shall not interfere with the performance and operation of judiciary wireless or wired infrastructures. Patch panels, switches, routers, and associated hardware are to be installed in the designated telecommunications closets. Final placement of all materials and equipment on court property shall be done only after the contractor is provided written approval by the Trustee Fund's Technical Representative.

C.2.3 Security

Industry-standard security systems, antiviral software, firewalls, and intrusion detection systems shall be installed. All work will be supervised by the court's IT staff to ensure that users of the proposed internet service are properly isolated from the court's existing network. Under no circumstances shall this system be connected to a computer that has a connection to the Court's local area network(s), which are in turn connected to the judiciary-wide area network. Adequate safeguards must be in place to prevent the use of this public internet access service from being used to broadcast any court proceedings. The use of this public internet access to broadcast, televise, record, or photograph any court proceedings shall be cause for termination. The contractor shall provide immediate notification to the Technical Representative of any security violation noted on the network.

C.2.4 Configuration and Installation Plan

The contractor shall provide a written Installation Plan for the design, configuration, and installation of the WiFi network within 15 days after contract award. The contractor shall identify the wireless network configuration including hardware, operating system, and other items necessary to create a complete and functioning system. After the review on behalf of the Trustee Fund, the contractor shall modify the Installation Plan to incorporate any revisions designated as a result of the review.

C.2.5 Wireless Network Installation

The contractor shall provide, install, and set up all components of the wireless network that meet the following minimum system specifications:

- The contractor shall provide a means for Access Control per user, per group, and/or per session using mutual authentication. The contractor shall also provide a means for Data Privacy via Strong Dynamic Encryption.

- The wireless network shall provide fast and secure Layer 3 roaming and cover all District Court courtrooms as well as public areas on floors 1, 2, 4 and 6 in both the main courthouse and annex including the cafeteria.
- User access shall be compatible with A, B or G standard and be interoperable with a wide range of client devices.
- The contractor shall provide a Network Intrusion Detection System for both the wired and wireless networks within this scope. There shall also exist a Mitigation Process to eliminate various types of attacks.
- The network shall be simple to manage, easy to deploy, scalable, and have centralized security management.
- The contractor shall provide a fiber optic backbone connecting the closet switches to the router with Cat 6 cabling from closet to wireless access points and a dedicated T1 line from the Courthouse to the internet (if the option is exercised).

C.2.6 Testing and System Acceptance

The contractor shall perform the following testing activities to verify that the wireless network is functioning correctly and that all courtrooms have high speed access to the internet:

- Develop a test plan checklist.
- Design and test all system components.
- Conduct system acceptance testing.

The system acceptance testing shall be conducted in accordance with the test plan checklist. The contractor shall ensure the testing:

- Validates the requirements and the correct operation of the wireless network.
- Passes efficiency requirements.
- Validates security checks by trying to violate the countermeasures.
- Records and verifies the test results.

C.2.7 System Training and Documentation

The contractor shall provide training to the Trustee Fund Technical Representative on system operation and submit a system operational guide.

C.2.8 Post-Implementation Support **(Optional)**

C.2.8.1 User Support

The contractor shall provide direct post-implementation support to the users of the courthouse wireless network. Direct support shall consist of one specific contact person available from 8:30 am until 4:00 pm for issuing passwords and troubleshooting end user problems. All users of the courthouse wireless network shall have to be approved by the Trustee Fund.

C.2.8.2 Network Monitoring and Maintenance

The contractor shall monitor the courthouse wireless network using Cisco monitoring software and provide weekly reports to the Technical Representative. Weekly reports shall consist of access and usage reports. The contractor shall perform corrective, adaptive, and perfective maintenance activities on the wireless network as directed by the contracting officer.

C.3 DESCRIPTION OF DELIVERABLES

In accordance with this contract, the contractor shall provide the following deliverables to the Trustee Fund Technical Representative.

C.3.1 Deliverable 1: Project Work Plan (due 2 weeks after post-award meeting)

The contractor shall submit a comprehensive Project Work Plan with a GANTT chart format that represents the life cycle of the project within 2 weeks after the post award meeting. Each task in the Project Work Plan shall include a work breakdown structure (WBS), resources (actual vendor resources, no TBDs), hours allocated, and duration. The plan shall show the completion of the project from 90 days of contract award. The Technical Representative will review and approve the Project Work Plan.

C.3.2 Deliverable 2: Installation Plan (due 30 days after contract award)

The contractor shall submit an Installation Plan that includes the design/configuration, implementation, wire management plan, and access point locations. As a part of the Installation Plan, the contractor shall identify any parts and consumables that need to be procured for the installation (if necessary). The electronic version of this deliverable must be submitted in Visio (drawings) and written text in Corel WordPerfect or Microsoft Word.

C.3.3 Deliverable 3: Test Plan Checklist (due 30 days after contract award)

The contractor shall submit a detailed checklist of methods and procedures that will be used to verify connectivity for all routers and access points. The contractor shall deliver an electronic copy of this document in Adobe Acrobat Portable Document Format (PDF).

C.3.4 Deliverable 4: Biweekly Status Report

The contractor shall prepare a biweekly status report on the performance of the contract. This report shall be submitted to the Technical Representative and summarize the progress accomplished, problems encountered, anticipated site problems, and the resultant impact and schedule changes (if any). The contractor shall meet with the Technical Representative and other Trustee Fund representatives at the discretion of the Technical Representative as often as biweekly. The contractor shall deliver an electronic copy of this document in Adobe Acrobat Portable Document Format (PDF).

C.3.5 Deliverable 5: Problem Notification Report

The contractor shall inform the Trustee Fund Technical Representative of all problems, including anticipated site problems, the impact, or potential impact on the project. For each problem encountered, a Problem Notification Report shall be submitted to the Technical Representative within 24 hours after identification of a problem. These reports shall follow the outline shown in Attachment 1. The contractor shall deliver an electronic copy of this document in Adobe Acrobat Portable Document Format (PDF).

C.3.6 Deliverable 6: Final Installation Plan (due 10 working days after installation is completed)

The contractor shall update Deliverable 2 to ensure that the final documentation exactly replicates the newly installed system. The contractor shall deliver an electronic copy of this document in Visio (drawings) and written text in Corel WordPerfect or Microsoft Word.

C.3.7 Deliverable 7: System Acceptance

The contractor and Trustee Fund Technical Representative shall jointly verify delivery of all materials/services identified in this statement of work. Both parties shall perform testing and validate the connectivity for all wireless access points.

C.3.8 Deliverable 8: System Operational Guide

The contractor shall provide a System Operational Guide. The date of delivery of the manual shall be listed in the Project Work Plan. The contractor shall provide 5 copies in hard-copy format and 5 electronic copies in PDF format on CDs.

C.3.9 Deliverable 9: Access and Usage Report

If the Trustee Fund exercises the option for post-implementation support, the contractor shall submit weekly wireless access and usage reports to the Technical Representative.

CHART OF DELIVERABLES

Deliverables	Due Dates
Project Work Plan	2 weeks after post-award meeting
Installation Plan	30 days after contract award
Test Plan Checklist	30 days after contract award
Biweekly Status Report	Every 2 weeks starting after post-award meeting
Problem Notification Report	As needed
Final Installation Plan	10 working days after installation is completed
System Acceptance Testing	Testing shall commence 80 days from contract award
System Operational Guide	At system acceptance
Access and Usage Reports	Weekly commencing after System Acceptance - if the Trustee Fund exercises the option for post-implementation support.

C.4. PERSONNEL REQUIREMENTS

The contractor shall provide individuals that meet the minimum qualifications established herein. The Trustee Fund will evaluate proposed individuals based on the criteria established in this section. The contractor shall submit resumes for individuals proposed to perform services on the project.

At contract award and/or during the effort, the contractor must provide written notification to the Technical Representative prior to making any replacements in the personnel assigned to the contract. The contractor must submit a resume of the proposed substitute to the Technical Representative and demonstrate that the qualifications of that individual are equal to, or better than, the qualifications of the person being replaced.

C.4.1 Project Manager and Project Team

The contractor shall designate a Project Manager to interface with the Technical Representative on all aspects of this contract. The Project Manager is designated as a key person under this contract and shall oversee all technical and managerial aspects of this contract and is the contact for all deliverables, meetings, questions, and problem resolutions.

All individuals proposed as the contractor's Project Team are designated as key personnel.

C.4.2 Project Manager____

Duties: Plan, organize, and control overall activities of the contract (i.e., project management, technical work, quality assurance, scheduling, and costs associated with the contract). Prepare and maintain the project plan that lists the activities, tasks, assignments, milestones, and estimates. Prepare and submit Bi-weekly Status Reports to the Technical Representative and coordinates/manages the technical activities of the project. Serve as the contractor's primary interface with the Trustee Fund and consult routinely with the Technical Representative concerning support requirements performed under the contract, costs and cost control, problem resolution, and operational planning. Ensure that all contractor-performed activities conform with the terms and conditions of the contract.

Qualifications: A total of 5 years of technical and project management experience is required for this project. At least 3 years of the total experience shall relate to management and oversight of wireless network installation projects. The project manager must have a thorough level of understanding and knowledge of WiFi networks.

C.5 Limitation on Marketing to Courts and Judges

Other than the contracting officer and the Technical Representative, the contractor shall not distribute sales, marketing, or informational material to court personnel or judges. Likewise, the contractor may not initiate contact with any court personnel, except for the contracting officer and Technical Representative for marketing or sales purposes.

SECTION D - PACKAGING AND MARKING

Not Applicable.

SECTION E - INSPECTION AND ACCEPTANCE

Not Applicable.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of Contract

The term of this contract is from date of award by the Clerk's Trustee Fund until terminated by either party in accordance with this clause. Optional services for which prices have been proposed may be exercised at the sole discretion of the Clerk's Trustee Fund Custodian at any time within three years of award. Any other modification of the terms of this contract will be by mutual agreement signed by the parties. The contract may be terminated by the Clerk's Trustee Fund Custodian for cause with no notice or by either party without cause on 60 days written notice.

F.2 Type of Contract

This is a firm-fixed price contract to provide the services specified in Section C at the firm-fixed prices established in Section B.

F.3 Reports

If the Trustee Fund exercises the option for post-implementation support, the contractor shall submit reports to the Technical Representative listing the total monthly usage generated by public internet access in accordance with Section C.3 of this solicitation.

F.4 Contracting Officer

The contracting officer for this contract is the custodian of the Clerk's Trustee Fund:

Name: Nancy Mayer-Whittington
Address: 333 Constitution Avenue, NW
Washington, DC 20001
Telephone: (Assigned prior to award)
Email: nancy_mayer-whittington@dcd.uscourts.gov
Fax: 202-354-3067

F.5 Technical Representative

The technical representative for this contract is:

Name: Anton Le
Address: 333 Constitution Avenue, NW
Washington, DC 20001
Telephone: (202) 354-3214
Email: Anton_Le@dcd.uscourts.gov

F.6 Notice to the Trustee Fund of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the agreed upon delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this agreement, the contractor shall immediately notify the Contracting Officer and the Technical Representative by telephone, facsimile, or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Trustee Fund of any delivery schedule or date, or any rights or remedies provided by law or under this agreement.

F.7 Waiver of Delivery Schedule

None of the following conditions shall be regarded as an extension, waiver, or abandonment of the delivery schedule, or a waiver of the Trustee Fund's rights to terminate the contractor for default:

- Delay by the Trustee Fund in terminating for default; or
- Acceptance of delinquent deliveries; or
- Acceptance or approval of deliverables submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

Any assistance rendered to the contractor on this Agreement, or acceptance by the Trustee Fund of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages. Further, such assistance, if rendered, shall not be considered as intention on the part of the Trustee Fund to condone any delinquency.

F.8 Termination

The contract may be terminated immediately for cause by the Trustee Fund or by either party without cause at no cost with a minimum of 60 days written notice.

F.9 Security Requirements

All contractor personnel will be screened upon entering the courthouse and must present a picture identification card before being allowed access to the building. In addition, all materials and tools will be screened. Personal cell phones that have a camera and any recording devices are not allowed in the courthouse.

During the installation period of the contract, the contractor may be required to work after normal business hours and on weekends. The contractor shall provide a list of personnel to include full names, social security numbers, and dates of birth to the Technical Representative. The Trustee Fund will arrange for a security background check on each proposed individual.

F.10 Transportation/Travel

During the hours of 7:00 am to 5:00 pm Monday through Friday, there is no contractor parking available at the E. Barrett Prettyman Courthouse, 333 Constitution Avenue, NW, Washington, DC 20001. Arrangements for pick-up and delivery at the courthouse shall be coordinated with the Technical Representative and made in accordance with building management policies. The Judiciary Square and National Archives Metro stops are located within several blocks of the courthouse. Several paid parking lots are located within walking distance to the courthouse. Any travel costs incurred by the contractor will be paid by the contractor.

F.11 Invoices

Invoices shall be submitted to Nancy Mayer-Whittington, custodian of the Clerk's Trustee Fund, U.S. District Court for the District of Columbia, Room 1824, 333 Constitution Avenue, NW, Washington, DC 20001. The invoice shall include the following information:

- Name of contractor
- Taxpayer identification number
- Period covered by invoice and invoice date
- Purchase order/contract number
- General description of product delivered or services rendered
- Total amount billed
- Name, title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract.

The Trustee Fund will pay approximately 30 days after receipt of invoices. The contractor shall submit a proposed payment schedule with the price proposal.

F.12 Site Survey

The Trustee Fund has scheduled site surveys for the following three dates:

March 21, 2006 at 10:00 am

March 22, 2006 at 10:00 am

March 23, 2006 at 10:00 am

To attend the site survey, please contact Anton Le at 202-354-3214 or anton_le@dcd.uscourts.gov.

SECTION G - AGREEMENT ADMINISTRATION DATA

G.1 Contractor Representative

The contractor's representative to be contacted for all contract administration matters is as follows (contractor to complete the information):

Name:

Address:

Telephone:

Email:

Fax:

The contractor's representative shall act as the central point of contact with the Trustee Fund, shall be responsible for all contract administration matters relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

H.1 Laws and Ordinances

In exercise of any privilege granted by the contract, the contractor shall comply with all applicable state, municipal and local laws, and all applicable laws, rules, orders, regulations and requirements of the United States and its governmental departments and bureaus.

H.2 Indemnification

The contractor expressly agrees to indemnify and save harmless the United States, the federal judiciary, the Trustee Fund, and their agents and employees, against any and all loss, damage, claim or liability whatsoever, contributed to or caused by an act or omission of the contractor and/or its agent or employees, arising from personal injury or death, or damage to property of others, directly or indirectly due to the exercise by the contractor of the privileges granted by this contract, or any other act or omission of the contractor including failure to comply with the obligations of the contract.

SECTION I - AGREEMENT CLAUSES

I.1 Privacy or Security Safeguards

- (a) The offeror shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any safeguards either designed or developed by the offeror under this contract or otherwise provided by the Trustee Fund or the court.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of judiciary or Trustee Fund data, the offeror shall afford the Trustee Fund representative access to the offeror's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by the Trustee Fund or the Court or by the offeror, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the contracting officer and the Technical Representative.

I.2 Observance or Regulations/Standards of Conduct

- (a) When offeror personnel are performing contract work in the courthouse, they shall comply with all rules and regulations of the facility, including, but not limited to, rules and regulations governing security, controlled access, personnel clearances and conduct with respect to health and safety and to property at the site, regardless of whether or not title to such property is vested in the judiciary. The facilities to which the offeror has access will not at any time be considered government-furnished property to the offeror.
- (b) The offeror and its employees shall only conduct business covered by the agreement during the business hours established by the Trustee Fund, and will not conduct any other business on court premises.
- (c) The offeror shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. It is the offeror's responsibility to take disciplinary action with respect to its employees as may be necessary. The offeror is also responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use judiciary property (such as, but not limited to, telephones or copiers) except as authorized.
- (d) The offeror will be providing services to the public and their actions may affect the public's opinion of the court. Therefore, the offeror is expected to provide timely, courteous service to the public and conduct business in a fashion befitting the court at all times.

I.3 Public Use of the Name of the Trustee Fund

- (a) The offeror shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), or to the Trustee Fund in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used by the vendor in its commercial marketing, in such a way that it represents or implies that the judiciary or the Trustee Fund prefers or endorses the products or services offered by the offeror. This provision will not be construed as limiting the offeror's ability to refer to the Trustee Fund as one of its customers.
- (b) No public release of information pertaining to this contract will be made without prior written approval, as appropriate, and then only with written approval of the contracting officer.

I.4 Disclosure or Use of Information

- (a) Court information made available to the offeror for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer.
- (b) The offeror agrees to assume responsibility for protecting the confidentiality of court records which are not public information. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the offeror to whom information may be made available or disclosed shall be notified in writing by the offeror that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both. The offeror shall obtain written acknowledgment from each officer and employee to whom information is made available, and that they are aware of the above penalties associated with unauthorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

I.5 Notification of Ownership Changes

- (a) The offeror shall make the following notifications in writing:
 - (1) when the offeror becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the offeror shall notify the contracting officer within 30 days;
 - (2) the offeror shall also notify the contracting officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The offeror shall:
 - (1) maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) provide the contracting officer or technical representative ready access to the records upon request;
 - (3) ensure that all-individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the offeror's ownership changes; and
 - (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each offeror ownership change.
- (c) The offeror shall include the substance of this clause in all subcontracts under this contract.

I.6 Disputes (JAN 2003)

- (a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.
- (b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above.

- (c) Contracting officer is authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information, the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the Trustee Fund.
- (d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

1.7 Insurance

- (a) The offeror shall carry and maintain, during the entire period of performance under this contract, adequate insurance as follows:
 - Workman's Compensation and Employee's Liability Insurance* Offerors are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.
 - General Liability Insurance* The offeror is required to have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.
 - Self-Insurance* If the offeror has been approved to provide a qualified program of self insurance, the offeror must submit any proposed changes to the program to the contracting officer for approval.
- (b) Upon request, the offeror shall provide the following information to the contracting officer prior to beginning performance under this contract: 1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the contracting officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than 30 days before such change, expiration or cancellation is effective.
- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination of the contract.

SECTION J - LIST OF ATTACHMENTS

Attachment 1 - Problem Notification Report

Attachment 2 - Building Plans will be distributed at the site survey.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

Not Available.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Type of Contract

The Clerk's Trustee Fund plans to award a firm-fixed price contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other relationships will not be considered.

L.2 Submission of Offers

- (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means):
 - (1) addressed to the office specified in the solicitation; and
 - (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile offers, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

L.3 Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc. shall submit such questions in writing only to the contracting officer soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given by the contracting officer to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is deemed by the contracting officer to be necessary in submitting offers or if, in the judgment of the contracting officer, the lack of it would be prejudicial to any other prospective offerors. The offeror is instructed specifically to contact only the contracting officer in connection with any aspect of this procurement prior to contract award. Contact with any other court or Trustee Fund official except the contracting officer, or without the contracting officer's express consent, concerning this solicitation may result in disqualification of the offeror from consideration for award, except as described in Section L.7 below.

L.4 Preparation of Offers

- (a) Offerors are expected to examine the drawings, specifications, schedule and all provisions and instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the offer and each continuation sheet on which it makes an entry. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the purchasing office.
- (c) For each item in the offer, the offeror shall:
 - (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation; and
 - (2) enter the extended price/cost for the quantity of each item offered in the "amount" column of the schedule.

In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for products or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offerors shall state a definite time for delivery of products or for performance of services, unless otherwise specified in the solicitation.

- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.

L.5 Acknowledgment of Solicitation Amendments

- (a) Offerors shall acknowledge receipt of any amendment to this solicitation by:
 - (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the solicitation form; or
 - (3) letter or telegram.
- (b) Acknowledgments of amendments are subject to the Late Submissions, Modifications and Withdrawals of Offers provision contain in Section L.5 of the solicitation. Offers lacking acknowledgment of an amendment affecting price, quantity, quality, or delivery may be rejected.

L.6 Court or Fund Furnished Property or Services

No property or services will be furnished by the court or Trustee Fund except as specifically provided for in the solicitation.

L.7 Inquiries

All questions pertaining to this solicitation shall be submitted in writing via email to Anton_Le@dcd.uscourts.gov. Questions should be received NO LATER THAN FIFTEEN CALENDAR DAYS from date of issuance of the solicitation document. Telephone questions or inquiries will not be accepted.

L.8 Proposal Due Date

Proposals in response to the Solicitation are due by April 7, 2006 4:00 pm (Eastern Time) at the following location:

U.S. District Court for the District of Columbia
Attn: Nancy Mayer-Whittington, Custodian of the Clerk's Trustee Fund
Room 1824
E. Barrett Prettyman Courthouse
333 Constitution Avenue, NW.
Washington, DC 20001

E-Mailed proposals are not permitted.

L.9 Format and Instructions for Submitting Proposals

The offeror's proposal shall provide all of the information requested below. Offerors are required to identify any teaming or subcontracting agreements to provide any products or services specified in the solicitation.

The offeror shall furnish an original and 2 copies of Volume I, Price Proposal, and an original and 6 copies of Volume II, Technical Proposal.

L.9.1 Volume I - Price Proposal Content

- Cover letter signed by a person authorized to commit the offeror indicating that the offeror has read and agrees to comply with all the terms, conditions, and instructions in the solicitation document. Include in the cover letter any and all assumptions, conditions, or exceptions offeror is taking to the terms of the solicitation (if none are taken so specify), as well as acknowledgment of any amendments to the solicitation issued prior to the deadline for submission of offers. If a discount for prompt payment of invoices is being offered, include the terms of this offer. Include also the name, address and telephone number, the name of any one who is authorized to negotiate on behalf of and commit the offeror to any changes in the offer and remittance address.
- Price - A firm-fixed price to perform all work specified in Section C of the solicitation. Offeror shall insert proposed firm-fixed prices in Section B of this solicitation. The Clerk's Trustee Fund requests optional pricing for CLINS 0002, 0003, and 0004. Additional services are prohibited. Proposed prices must be whole dollars and cents. Fractions of cents such as \$.095 may not be proposed and are not acceptable.

L.9.2 Volume II - Technical Proposal Content

Include in this volume a copy of the letter detailing any and all assumptions, conditions, or exceptions taken to the solicitation or proposal. If none are taken, specify so.

Part 1: Introduction - Brief description of offeror.

Part 2: Section C, Description, Specifications, and Work Statement - Offeror shall address parts C.2 through C.4 of Section C, Descriptions, Specifications, Work Statement, and describe how they propose to satisfy those requirements. This section shall also include:

- Schematic drawings showing all equipment and connections. Preliminary site visits will be scheduled.

- Description of network management strategy to guarantee performance and security.
- Proposed plan for monitoring network performance and user satisfaction.
- Description of maintenance and support procedures.

Part 3: Past Experience - The offeror's experience providing similar services as those identified in the statement of work. The offeror shall provide descriptions of three previous or current projects/contracts performed within five years of proposal submission. The offeror shall demonstrate that these projects/contracts were/are for services similar to those described in this Statement of Work. The following information shall be submitted for each previous or current project:

- Name of project;
- Contract number/project number;
- Name, addresses, and phone number of customer;
- Awarded price/cost and final price/cost;
- Offerors role (prime contractor, subcontractor);
- Percentage of work completed in contractor's role;
- Original delivery schedule and final, or projected final, delivery schedule;
- Any significant issues or problems that arose during the performance of the contract and an explanation of your company's solution to each;
- Detailed description of work, service performed.

Project/contract information to be evaluated for past experience shall have been performed by the offeror as the prime contractor or as a subcontractor. A current project shall have been ongoing for a minimum of six (6) months as of the date of proposal submission.

It is the offeror's responsibility to provide accurate and complete past experience information. In addition to the data provided by the offeror, independent data obtained by the Trustee Fund may also be used to evaluate past performance. This may include information available through Dun & Bradstreet or other sources.

L.10 Proposal Costs

Proposal costs will not be reimbursed.

L.11 Protest

It is the position of the Clerk's Trustee Fund that under the jurisdictional holdings in *Americable International, Inc.*, B-251614, B-251615, April 20, 1993, 93-1 CPD 336 and *Premier Vending*, B-256560, July 5, 1994, 94-2 CPD 8 there is no protest forum for this procurement.

SECTION M - EVALUATION AND AWARD

M.1 Proposal Evaluation

M.1.1 Technical Evaluation

The technical proposal will be evaluated for technical excellence based upon the following factors (each being of equal importance):

1. Understanding and approach to satisfying the requirements of Section C, Description, Specifications, Work Statement. The offeror's technical proposal will be evaluated and an assessment made of how well the proposed approach satisfies the requirements of the work statement;
2. Offeror's experience providing services that are similar to that described in the work statement;
3. Quality of an offeror's past performance providing a service similar to that described in the work statement. To rate the quality of an offeror's past performance, references will be contacted and asked for the following information: the nature of work provided; the quality of work (excellent, good, marginal, poor); if offeror complied with the terms and conditions of the contract; and, if the reference would use the offeror again.

M.1.2 Price

The offeror's proposed pricing will be evaluated to determine the reasonableness of the total cost for the services. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the requirements of the agreement. Offers that contain unrealistic prices will not be considered for award.

M.2 Award Selection

The Trustee Fund intends to award one firm-fixed contract resulting from this solicitation. The award will be made to the responsible offeror whose offer represents the best overall value, given the outcome of the evaluation of each offeror's technical proposal and price. In selecting the best overall value, the Trustee Fund will consider the quality offered for the evaluated price. The relative quality of offers will be based upon an assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk.

Technical evaluation factors are equal in importance. The Trustee Fund may make trade-offs in overall technical ratings and total price in determining that a proposal offers the best overall value.

M.3 Determination of Responsibility

A determination of responsibility shall be made on the apparent successful offeror(s) prior to award. If a prospective offeror is found non-responsible, that offeror shall be rejected and shall receive no further consideration for award.

Attachment 1: Problem Notification Report

Task Name:

Date:

1. Identify nature and source of problem:
2. Technical Representative was verbally notified on _____.
3. Is action required by the Trustee Fund? Give date required.
4. Describe action required.
5. Will the problem impact the delivery schedule? If yes, identify what deliverables will be affected and extent of delay.
6. Can required delivery be brought back on schedule?
7. Identify corrective action needed to resolve problem.
8. When will corrective action be completed?
9. Are increased costs anticipated?
10. Identify amount of anticipated costs, their nature, and define Trustee Fund responsibility for problem and costs.

Submitted By: _____

Date: _____

